

**JOHNSON COUNTY IOWA EMA
IOWA**

RFP 2016-002

REQUEST FOR PROPOSAL

FEMA COMPLIANT DEBRIS MANAGEMENT PLAN

For

Unincorporated areas of rural Johnson County Iowa, Metro Iowa City to include Iowa City, Coralville, North Liberty and University Heights as well as all other smaller communities within the County. This RFP will also allow for a separate rider for Clinton County Iowa.

Table of Contents

<u>Section</u>	<u>Page Number</u>
Table of Contents	2
Part I – Vendor Information	3
Part II – Terms & Conditions	5
Part III – Scope of Work	9
Part IV – Selection Process	11
Part V – Format of Proposal	13
Part VI – Fee Proposal	15
Signature Page	16

PART I VENDOR INFORMATION

1.1 Intent

- A. Johnson County Iowa Emergency Management Agency on behalf of the Johnson County Iowa EMA Commission in Iowa, hereafter known as Johnson County EMA, is soliciting proposals from consulting firms with relevant experience to provide technical assistance and write a FEMA compliant debris management plan for the rural area of the County, the Metro area cities of Iowa City, Coralville, North Liberty and University Heights along with all of the smaller cities within Johnson County Iowa. This plan should also allow for a contract rider for Clinton County Iowa should they chose to contract separately with the selected vendor for a Clinton County Iowa Plan. The plans and work should be compliant with the FEMA NRF (National Response Framework), NIMS (National Incident Management System), and be CPG 201 version 2.0 (Comprehensive Planning Guide) compliant. In order for final payment to be made to the successful contractor, the Debris Management Plan must be submitted and approved by FEMA as a compliant plan.
- B. This Request for Proposal (RFP) provides detailed instructions for Vendors interested in supplying the requirements of this proposal. It contains the specifications for the services to be provided and the terms and conditions.

1.2 Inquiries

- A. Inquiries concerning this RFP must be directed to:

Dave C Wilson
Director
Johnson County Emergency Management Agency
4529 Melrose Avenue
Iowa City, Iowa 52246

- B. In all cases, no verbal communications shall override written communication or the contents of this RFP.

1.3 Receiving of Proposals

- A. Sealed proposals will be received until November 15th 2016 at 5 pm local time. Proposals received after that will not be considered and will be returned unopened to the Vendor.
- B. Proposals are to be submitted to:

Johnson County Emergency Management
Attn: Dave Wilson
4529 Melrose Avenue
Iowa City, Iowa 52246

1.4 Filing of Proposals

The packages in which the proposal responses are provided to Johnson County EMA shall be clearly marked as follows:

Vendor Name and Address

The last number of Addendum received _____ (if applicable)

Request for Proposal 2016-002

- A. The original of the Vendor's response will be packaged separately and marked as the original on both the response and the outside of the package. The original shall remain in archive with Johnson County EMA Iowa. Two (2) additional copies of the Vendor's response will be packed together and the package marked accordingly. It is acceptable to submit the original response and the two additional copies in the same package however they must be marked as identified herein.
- B. An officer of the Vendor, or a designated agent empowered to bind the Vendor in contract, shall sign the proposal and any clarification to the proposal.

1.5 Official Clock

The official clock is the date/time machine located in the Johnson County EMA office in the Johnson County Joint Communications Center located at 4529 Melrose Avenue, Iowa City, Iowa. 52246

1.6 Delay in Receipt of Proposal

Johnson County accepts no responsibility for delays in the receipt of your proposal due to mail delivery, messenger services, or any other method of delivery. The responsibility for timely proposal delivery rests with the Vendor.

1.7 Bid Opening

All proposals will be opened in the Johnson County EMA office on November 15th 2016 at 5 pm CST.

1.8 Bid Review

All proposals will be reviewed in a timely manner. A short list of approved firms will be compiled. All respondents will receive notification of their status when the finalists are selected. All finalists should be prepared for an interview.

1.9 Rejection of Proposals

Johnson County reserves the right to reject any of all proposals in whole or in part, to waive irregularities, and to accept proposals which appear to be in the best interest of Johnson County EMA.

1.10 Failure to Comply

Failure to supply any information requested to accompany proposals may be cause for rejection of the proposal as noncompliant. Johnson County reserves the right to request additional information if clarification is needed. Both the request and the response shall be in writing.

1.11 Proposal in Force

All proposals shall be firm for a period of 120 days after close of the RFP to allow the Committee to fully evaluate all proposals and to make an award deemed in the best interest of Johnson County EMA. The Committee will include the Johnson County EMA Director, Deputy Director, Clinton County EMA Director and Clinton County Operations Officer.

1.12 Disclosure of Proposal Content

The laws of the State of Iowa require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets of proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Johnson County EMA will notify the Vendor to permit the Vendor to defend the proprietary nature of the information.

1.13 Gratuities

The laws of the State of Iowa provide that it is a felony to offer, promise, or give anything of value to a County employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the County Attorney's Office.

1.14 Reporting of Anticompetitive Practices

When for any reason collusion or other anticompetitive practices are suspected among Vendors or bidders, Johnson County shall prepare a notice of the relevant facts which shall be transmitted to the Johnson County Attorney for review and possible involvement of the Office of the County Attorney.

1.15 Award

Johnson County EMA reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm which will provide the best match to the requirements of this RFP in the view of Johnson County EMA. The successful Vendor will be determined using a standard criterion.

1.16 Conflict Between Terms

Johnson County EMA reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this request for proposal.

1.17 Proposal Expenses

Expenses incurred in the preparation of the proposal responses, conference attendance, site visits, or any other reason or function for the Vendor to respond to this RFP shall be the responsibility of the Vendor.

PART II

TERMS AND CONDITIONS

2.1 Termination

- A. Termination for causes: Johnson County may terminate the agreement resulting from this request at any time that the Vendor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.
1. Johnson County shall provide the contractor/Vendor with thirty (30) day's notice of conditions endangering performance.
 2. Johnson County shall be obligated only for those services rendered prior to the day of notice of termination, less any liquidated damages that may be assessed for nonperformance.
- B. With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) day's written notice, the agreement may be terminated on an agreed date prior to the end of the contracted period without penalty to either party.

2.2 Warranty Against Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency accepting bona fide employees or selling agents maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, Johnson County EMA shall have the right to award this contract without liability, or in its discretion, to deduct from the contract price, or to otherwise recover the full amount of such, percentage, brokerage, or contingency.

2.3 Changes

Changes in provisions or services to be furnished under this proposal may be made only in writing and must be approved mutually by the Vendor and Johnson County EMA.

2.4 Immunity From Liability

Every person party to this agreement is hereby notified and agrees that Johnson County EMA and any funding source for Johnson County or Johnson County EMA are immune from liability and suit for or from Vendor's activities involving third parties and arising from this proposal.

2.5 Waiver of Informalities

Johnson County EMA reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offeror or provide a competitive advantage to any offeror.

2.6 Exclusive Agreement

The Agreement which results from this proposal solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2.7 Remedies Upon Default

In any case where the Vendor has failed to deliver or has delivered nonconforming goods or services, Johnson County EMA shall provide a cure notice. If after notice the Vendor continues to be in default, Johnson County EMA may procure services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Vendor. The Johnson County Attorney or Authorized Legal Representation that has been approved by the Regional Board shall be requested to make collection from the defaulting Vendor.

2.8 Acts of Nature or Human-Caused

Vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by floods, fires, strikes, and similar events as well as by any event that are human-caused, such as a terrorist attack; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Vendor.

2.9 Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of Johnson County EMA.

2.10 Public Record

Vendors wishing to do business and/or doing business with the county(ies) shall agree in writing, all records given (any nature -any means, e.g. RFP proposals, e-mail, contracts, etc) to the county are subject to disclosure to the public. If the vendor wishes to claim an exemption pursuant to Iowa's Open Records statute, they must first affirmatively get written approval from both the County(ies) Emergency Management Agency and the County(ies) Attorney's Office.

2.11 Indemnification

Vendor shall defend, indemnify, and hold harmless Johnson County EMA, our assignees, and other users of the goods from and against any claim of infringement of any letter patent, trade names, trademark, copyright, or trade secrets by reason of sale or use any articles purchased hereunder. Johnson County EMA shall promptly notify Vendor of any such claim.

2.12 Discrimination and Affirmative Action

- A. Vendor shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability.
- B. Vendor shall have an affirmative action plan and shall provide Johnson County EMA with reports required to insure compliance with equal employment legislation and regulations **if requested**. Vendor shall insure that all authorized sub-Vendors comply with the provisions of this clause.
- C. A copy of the Bidder's "Affirmative Action Plan" must be made available to Johnson County upon request if requested.

2.13 Joint Proposals

If a joint proposal is submitted by two or more Vendors, it shall define completely the responsibilities which each party is proposing to undertake. The proposal shall be signed for each firm by a principle or officer authorized to bind in a contract. The proposal shall designate one of the joint Vendors to serve as a sole point of contact between Johnson County EMA and the joint Vendor's. The Contract

resulting from the joint proposal shall be signed by principals or officers of all Vendors participating in the offer. Johnson County EMA shall hold the contractors jointly responsible for carrying out all activities required by the contract.

2.14 The Resulting Contract or Contracts

All parts of the Request for Proposal, the contents of the Vendor's proposal response, and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract document.

2.15 Security of Data

- A. Some data files of Johnson County EMA and their member agencies are of a confidential nature. The Vendor's employees shall be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules established by the custodian of the records. The Vendor shall maintain positive policies and procedures for safeguarding the confidentiality of such data and may be liable civilly or criminally under the privacy legislation for negligent release of such information.
- B. It is the obligation of both parties to this agreement to maintain as confidential any and all information of the other party to this agreement related but not limited to the business activities, methods, practices, systems, conditions, products, services, plans, markets, etc., and which is not public information. No dissemination of this information shall be made to anyone other than the parties of this agreement and their necessary agents in the fulfillment of this agreement without prior approval of the other party.
- C. Johnson County EMA shall have the right to require the removal of any employee of the Vendors or subcontractor, if in the judgment of Johnson County EMA employees, removal shall be necessary in order to protect the interest and security of the Agency, Cities or Counties.

PART III

SCOPE OF WORK

It is the intent of this RFP to engage the services of a Vendor to develop a FEMA approved Debris Management Plan for the Iowa City Metro area, the rural portions of the counties and its smaller cities as well as possibly for the City of Clinton, Clinton County and its smaller cities. The Plan shall provide the structure for coordinating local, and when appropriate, state and federal interagency management of disaster related debris in order to obtain the maximum amount of legally allowed reimbursement from FEMA or other appropriate sources following a disaster. The successful Vendor will develop the plan(s) a horizontal (i.e. county to county) and vertical (i.e. from city to county to state to federal level support) approach with emphasis the on local intercounty response, recovery and management of the debris plan. In addition, relevant target capabilities will be addressed for plan. A listing of the related Target Capabilities that are outlined in the debris management plan shall be part of the final document.

Both unincorporated and incorporated municipalities within Johnson and Clinton Iowa Counties should be covered in the plan(s).

As part of this planning process, the Vendor will work with the Clinton and Johnson County EMA Agencies to organize meetings and set up time schedules with concerned parties, or stakeholders operating in the plan areas. The resulting plan will be presented to stakeholders for review and revision, prior to the final report being transmitted to FEMA and the State of Iowa and prior to being accepted by Clinton and Johnson County EMA's.

SPECIFIC REQUIREMENTS FOR SCOPE OF WORK

A. Debris Plan

The Debris Plan outlines the concept of operations, direction and control, and identifies responsibilities of all agencies and resources mobilized by a county to assist in addressing disaster debris management. The Vendor will review any existing debris management plan(s) as a starting point and tailor for each county a new FEMA compliant plan.

B. Introduction

An Introduction is to be included as a precursor to the plan. This explains how the plan is integrated into each of the County Emergency Operations Plans. The Introduction also provides an explanation for the structure required for the Debris Plan and how it works with a Counties ESF Annexes and Base EOP Plan or as relevant the Counties mitigation plan(s).

C. Target Capabilities List

The Vendor will pay particular attention to the inclusion of the target capabilities relevant to debris management.

REQUESTED PLANNING SERVICES

All services are to be completed in calendar days. The services shall be performed as follows:

1. Vendor shall provide an outline and schedule of work, to include milestones, for the completion of the work as identified in the Scope of Work.

This shall include a list of up to three potential challenges that may impede the completion of the project within the timeline provided by the Vendor. For each challenge, the Vendor is to provide a brief description of how the challenge will be mitigated along with their assessment as to the criticality of the challenge.

Time Frame for #1:

- a. 90 days to develop and submit for review and approval from the signing of the contract and notification to proceed from Committee a draft debris management plan
 - b. 15 days for Committee review by the local Committee
 - c. 30 days for revision as requested by the Committee and resubmission (if needed) by the contractor
2. Upon approval by the Committee for the completion of #1, the Vendor shall provide Debris Plan for review and approval to FEMA Region 7 in Kansas City, Missouri.

Time Frame for #2:

- a. Once returned to the contractor from FEMA Region 7 the Contractor has 14 days to complete FEMA required revisions
 - b. 14 additional days for Committee review after contractor submits their revisions required by FEMA
 - c. 14 days for revisions as requested by the Committee and resubmission to FEMA for final approval
 - d. 7 days the Contractor shall provide final documents to the Counties.
3. Once Vendor receives notification of FEMA and Local approval of the Debris Plan, the Contractor will submit a final copy of the entirety of the work completed to the Committee for final review and payment by the respective Counties.
4. The chosen contractor will guide the County(ies) through the process of selecting appropriate contractors for pre-disaster Debris Monitoring and Debris Removal contracts.
5. Upon completion of the contract, Vendor shall provide seven (7) hard bound three hole punched 3 ring binder copies of each Counties Plan(s) as well as the finished plans in an electronic version in MS word format that can be edited by the end-user without password or other protections by the Contractor.

PART IV SELECTION PROCESS

- 4.0 Proposals shall be reviewed by the Committee.
- 4.1 The Committee will review the proposal responses depicting qualifications and select for further consideration firms that will be given an opportunity for an interview session. At the time of selection for interview, firms will be provided additional instructions for information to be presented to the Committee. Those firms not selected for further considerations will be notified.
 - 4.1.1 The Committee shall select firms to be interviewed. The firms selected for interview shall be notified of their invitation to make a presentation.
 - 4.1.2 Johnson County EMA reserves the right to award this contract not necessarily to the firm with the lowest cost but to the firm that will provide the best match to the requirements of this RFP. The successful Vendor will be determined using the criteria detailed in section 4.2.
- 4.2 Criteria for Selection:
 - 4.2.1 The firm shall have demonstrated experience in the creation of FEMA approved Debris Management Plans in the past 24 months.
 - 4.2.2 Vendor's size, personnel, special expertise and general credits. Include firms experience with emergency management, or other relevant experience.
 - 4.2.3 Company organization and qualification: Adequacy of facilities and staff, recent relevant research and performance record, ability to commit staff and consultants within the time required.
 - 4.2.4 Experience with the Department of Homeland Security and its subordinate agencies.
 - 4.2.5 Experience with the Iowa Homeland Security Strategy and Emergency Management Division.
 - 4.2.6 Technical qualifications relating to professional personnel to be assigned to this work, including educational background and prior experience in related projects.
 - 4.2.7 Demonstrated ability to interpret the current response capabilities of concerned disciplines within Clinton and Johnson Counties in Iowa.
 - 4.2.8 Demonstrated ability to identify desired and recommended levels of response capabilities for concerned disciplines within Clinton and Johnson Counties.
 - 4.2.9 Demonstrated ability to identify current all-hazards capabilities as related to potential incidents for concerned disciplines within these two Counties.
 - 4.2.10 Demonstrated ability to maintain schedule and meet due dates.
 - 4.2.11 Adequacy and completeness of proposal document as it relates to RFP provisions.

PART V FORMAT OF PROPOSAL

- 5.0 All proposals submitted in response to this request should include the following headings to assist evaluation. These proposals should be clear and to the point. Emphasis should be placed on specific qualifications of the people who will actually perform the work and on the approach to completing this specific project. Performance on past projects with Iowa, the Region, and other clients will also be evaluated. Examples of recent FEMA approved Debris Management Plans for Counties and Cities of comparable size are encouraged and may be awarded additional points based on the quality of the examples of previous similar debris management plans and planning works.
- 5.1 Identification Information:
- The name, address, telephone and fax numbers and an e-mail address of the firm.
Description of the type of corporate structure and year of origin.
Names of the principles of the firm.
- 5.2 Basic Qualifications
- Provide basic information relative to the firm's size, personnel, special expertise and general credits. Include firms experience with emergency management, Emergency Operations, National Response Framework, NIMS and response analysis and planning.
- 5.3 Criteria Response
- Provide responses to all criteria listed in section 4.2 and a fee proposal.
- 5.4 Working with Governmental Agencies
- Respond regarding firms ability to work with governmental agencies.
- 5.5 Familiarity with Emergency Management Standards
- Respond to the firm's past analysis, planning and equipment services in the State of Iowa.
- 5.6 Understanding
- Describe your understanding of this project.
- 5.7 Approach
- Describe the approach and methodology your firm will use in this specific project.
- 5.8 Products Delivered and Services Provided
- Include listing of products to be delivered and services that will be provided on-site and off-site.
- 5.9 Outside Assistance
- List outside associates and consultants proposed for this project. Include their background and experience.

5.10 Involvement of Counties

Supply list of needs which you expect to be provided by Clinton and Johnson Counties to complete the project (i.e. data gathering personnel, equipment, office space, etc., if any).

5.11 References

Each firm shall provide a list of three (3) clients where a similar requested scope of work was used, and the firm was selected as Vendor for the project. Some or all of these customers may be contacted. Include the following information for each reference:

- 5.11.1 Name of Facility
- 5.11.2 Address
- 5.11.3 Contact Person
- 5.11.4 Telephone and Fax Numbers
- 5.11.5 Email Address

PART VI
FORMAT OF PROPOSAL

*Include this fee proposal with the other documents.

1. LUMP SUM PRICE_____

PROPOSED COMPLETION DATE_____

2. LUMP SUM PRICE_____

PROPOSED COMPLETION DATE_____

3. LUMP SUM PRICE_____

PROPOSED COMPLETION DATE_____

4. LUMP SUM PRICE_____

PROPOSED COMPLETION DATE_____

5. LUMP SUM PRICE_____

PROPOSED COMPLETION DATE_____

TOTAL
PROJECT COST_____

PROPOSED PROJECT COMPLETION
DATE_____

*Include this with the other documents.

The undersigned, an authorized representative of _____ (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly sought by agreement or collusion, or communication, or conference with any person, to fix the bid price of affiant or of any other bidder, and that all statements in said proposal are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statements regarding NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION are condensed version of the requirements of this bid or proposal. The complete texts of these requirements are on file and may be examined at the Johnson County EMA Office, located at 4529 Melrose Avenue, Iowa City, Iowa. 52246

I further acknowledge receipt of Addenda #_____ through #_____.

Name

(Please Print)_____.

Authorized Signature_____ Date_____.

Title_____ Phone_____.

FAX_____.

15 EMERGENCY SUPPORT FUNCTIONS AND RELATED TARGET CAPABILITIES

ESF	Target Capability (Mission Area)
Basic Plan	Onsite Incident Management (Respond)
	Emergency Operations Center Management (Respond)
1: Transportation	Restoration of Lifelines (Recover)
2: Communications	Communications (Common)
	Restoration of Lifelines (Recover)
3: Public Works and Engineering	Structural Damage Assessment (Recover)
	Restoration of Lifelines (Recover)
4: Firefighting	Firefighting Operations/Support (Respond)
5: Emergency Management	Planning (Common)
	Information Gathering and Recognition of Indicators and Warning (Prevent)
6: Mass Care, Housing, Human Services	Mass Care [Sheltering and Feeding] (Respond)
7: Resource Support	Critical Resource Logistics and Distribution (Respond)
	Volunteer Management and Donations (Respond)
8: Public Health and Medical Services	Epidemiological Surveillance and Investigation (Protect)
	Public Health Laboratory Testing (Protect)
	Responder Safety and Health (Respond)
	Environmental health (Respond)
	Isolation and Quarantine (Respond)
	Triage and Pre-Hospital Treatment (Respond)
	Medical Surge (Respond)
	Medical Supplies Management and Distribution (Respond)
	Mass Prophylaxis (Respond)
9: Search and Rescue	Fatality Management (Respond)
	Citizen Evacuation and Shelter in Place (Respond)
10: Hazardous Materials	Search and Rescue [Land Based] (Respond)
	CBRNE Detection (Prevent)
	Explosive Device Response Operations (Respond)
11: Agriculture and Natural Resources	WMD/Hazardous Materials Response and Decontamination (Respond)
	Food and Agriculture Safety and Defense (Protect)
12: Energy	Animal Health Emergency Support (Respond)
	Restoration of Lifelines (Recover)
13: Law Enforcement and Public Safety	Intelligence Analysis and Production (Prevent)
	Information Sharing and Dissemination (Prevent)
	Law Enforcement Investigation and Operations (Prevent)
	Critical Infrastructure Protection (Protect)
	Public Safety and Security (Respond)
14: Mitigation and Recovery	Risk Management (Common)
	Economic and Community Recovery (Recover)
	Restoration of Lifelines (Recover)
15: Public Information	Community Preparedness and Participation (Common)
	Emergency Public Information and Warning (Respond)